

**IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.**

The party obtaining this order is responsible for
noticing it pursuant to Local Rule 9022-1.

Dated: July 14, 2010



TIFFANY & BOSCO
P.A.

**2525 EAST CAMELBACK ROAD
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Randolph J. Haines

**RANDOLPH J. HAINES
U.S. Bankruptcy Judge**

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10-14732

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Daniel Lee Horne and Rebeckah Lee Horne
Debtors.

CitiMortgage, Inc.
Movant,

vs.

Daniel Lee Horne and Rebeckah Lee Horne,
Debtors, Robert A. MacKenzie, Trustee.

Respondents.

No. 2:10-BK-16970-RJH

Chapter 7

ORDER

(Related to Docket #23)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated March 22, 2005 and recorded in the office of the
3 Maricopa County Recorder wherein CitiMortgage, Inc. is the current beneficiary and Daniel Lee Horne
4 and Rebeckah Lee Horne have an interest in, further described as:

5 LOT 20, VILLAGES OF EASTRIDGE UNIT 5, ACCORDING TO BOOK 626 OF MAPS,
6 PAGE 3, RECORDS OF MARICOPA COUNTY, ARIZONA; EXCEPTING ALL URANIUM,
7 THORIUM OR OTHER MATERIALS WHICH ARE OR MAY BE DETERMINED TO BE
8 PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, AS
9 RESERVED IN THE PATENT TO THE LAND.

10 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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